

Next Business Energy

Customer terms and
conditions

Large customer market
contract

1. Introduction

1.1 This is a market *contract* for *large business customers*.

1.2 This *contract* covers the sale and supply of electricity to you (the *customer*, referred to in this *contract* as “you” or “your”) at your *premises* by us, Next Business Energy (ABN 91 167 937 555, referred to in this *contract* as “us”, “we” or “our”). This *contract* sets out all rights and obligations of both parties.

2. Commencement of this contract

2.1 This *contract* commences on the date that you accept our offer to sell electricity to you, either verbally or in writing, if:

- (a) you have accepted this offer within any applicable timeframes, and
- (b) you have met any preconditions for supply as set out in clause 3.

3. Preconditions for supply of electricity

3.1 This *contract* includes preconditions for supply which include:

- (a) that you have provided any information requested by us to assess your creditworthiness and we have undertaken a credit assessment of you,
- (b) that your *premises* are connected to the *network*; and
- (c) all relevant metering equipment is installed at the *premises* and, if required by us or your *distributor*, has been upgraded, and there is safe and unobstructed access to the metering equipment.

4. Supply start date and minimum supply periods

4.1 The *supply start date* of this *contract* is the date that your electricity supply is successfully transferred to us, and we become the financially responsible market participant for your *premises*.

4.2 The *minimum supply period* which is stated in your *customer agreement* commences from the *supply start date*.

4.3 By entering into this *contract*, you have provided your consent for us to terminate any *contract* for the sale and supply of electricity with your previous retailer and transfer supply to us.

4.4 At the end of the minimum supply period, this *contract* will continue in full force and effect in relation to your *premises* unless you advise us otherwise.

5. Termination of this contract

5.1 This *contract* may be terminated:

- a) in writing by you to us, with ten business days’ notice – ten business days after you notify us, or
- b) by mutual agreement between you and us - on the mutually agreed date for termination, or
- c) if you enter a *contract* with another electricity retailer for sale and supply of electricity at your *premises* – on the date that your new *contract* commences, or
- d) if a different *customer* starts to buy electricity at the premises, on the date that they enter a *contract* with us.

5.2 If this *contract* is terminated, you agree that *exit fees* are payable as directed by us in your customer agreement

6. Termination by breach

6.1 This *contract* may be terminated by us if you breach this *contract* if you:

- a) fail to pay amounts payable under this *contract* for electricity consumption by the due date, or
- b) fail to provide a security deposit or other information related to creditworthiness as requested by us, or
- c) you fail to provide safe and unhindered access to your electricity meter
- d) if an *insolvency event* occurs.

6.2 If this *contract* is terminated, you acknowledge that your supply may be

disconnected at your premises, and you are liable for charges and fees incurred through disconnection of your premises.

7. Your obligations to us

7.1 Under this *contract*, you have obligations to us which include:

- (a) to provide us with accurate information which is not intended to mislead or deceive us,
- (b) to update us to changes in information (including business name, address, phone number, email address and any other relevant information) in a timely manner,
- (c) to provide us with safe and unhindered access to your meter for meter readings,
- (d) to inform us if a person residing at your *premises requires* life support equipment, and to provide us with written confirmation, and
- (e) to pay bills issued by us, in full, and by the due date.

8. Vacation of premises

8.1 If you are vacating your *premises*, you must notify us of the date which you intend to vacate, or did vacate and provide us a forwarding address for your final bill.

8.2 You may incur special meter read fees, disconnection fees or other fees as charged by your *distributor*.

8.3 You acknowledge that you are liable for *electricity charges* at your *premises* until the date that we can successfully take a final meter reading at your *premises*.

9. Our liability

9.1 The quality and reliability of your electricity supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system volatility and the acts of other persons (such as your *distributor*), including at the direction of a

relevant authority.

9.2 To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this *contract*.

9.3 Unless we have acted in bad faith or negligently, we are not liable for any loss or damage you suffer because of the total or partial failure to supply electricity to your premises, which includes any loss or damage you suffer because of the defective supply of electricity.

10. Electricity charges

10.1 Your *electricity charges* are set out in your *customer agreement* with us. You are liable for all relevant electricity charges as set out in your bill.

10.2 We may vary your *electricity charges* to reflect:

- (a) changes to regulated charges or tariffs charged to us in respect of your *premises* or to reflect the cost of purchasing wholesale electricity, including pass through charges,
- (b) regulatory compliance requirements, metering charges, meter data charges, service charges, loss factors or charges resulting from the operation of the National Electricity Market,
- (c) to reflect changes in the Consumer Price Index (*CPI*) each year,
- (d) to reflect changes in regulated distribution use of system charges, including the introduction of any time of use or flexible pricing distribution *network* charges or tariffs,
- (e) any changes in the cost to us in complying with environmental schemes and in any costs arising out of any other regulatory requirements or changes in any other regulatory requirements,
- (f) changes in your energy consumption which result in you

no longer eligible for the retail tariff you are on (if your tariff changes during a billing cycle, we will calculate your next bill on a proportionate basis).

11. Bills

- 11.1 We will issue you bills via email unless you have elected to receive your bills via mail (a fee applies for bills sent via mail). You will be billed monthly as per your *customer agreement* unless otherwise agreed between you and us.
- 11.2 Your bill is due by the due date.
- 11.3 If you have multiple *premises* at which we sell and supply electricity, electricity consumption for those sites will be combined into one bill, unless otherwise agreed between you and us.

12. Bill calculations and meter access

- 12.1 Your bills are calculated based on the *electricity charges* provided for in your *customer agreement*, and the amount of electricity consumed at your *premises* during the billing cycle. Your bill may also include additional fees, for example, disconnection and reconnection fees from your *distributor*.
- 12.2 The electricity consumed at your *premises* is obtained by reading your meter at your premises. We may estimate the amount of electricity consumed at your *premises* if your meter cannot be read.
- 12.3 If we have undercharged you, we will recover the undercharged amount from you.

13. Bill reviews

- 13.1 You are entitled to request a review of your bill, and we will undertake a review of your bill.
- 13.2 If you request, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill.
- 13.3 If the meter or metering data proves to be faulty or incorrect, we will not charge you for the meter test or must reimburse you for any amount paid in advance. If no fault is found, we may pass on any meter read costs to you.
- 13.4 You acknowledge that your meter may be

upgraded, altered or replaced in line with *applicable laws*.

- 13.5 You acknowledge that if we arrange for an upgrade, alteration or replacement of your meter, you may be liable for costs associated with any upgrade, alteration or replacement.
- 13.6 We will notify you of any requirement to upgrade, alter or replace your meter, and any associated costs.
- 13.7 By entering into this *contract*, you have consented to any required meter upgrade, alteration or replacement, and have waived your right to opt out.

14. Paying your bill

- 14.1 You must pay to us the amount shown on each bill by the due date shown on the bill. If you have disputed a bill with us, you must pay the undisputed portion of the bill.
- 14.2 We may seek to recover costs from you if we become aware of any billing errors or undercharging on your account. We will notify you of any such recovery.

15. Multiple premises

- 15.1 This *contract* may apply to more than one *premises* which are controlled or owned by you.
- 15.2 You may request that one or more additional *premises* be added to this *contract* (*roll in sites*).
- 15.3 The *electricity charges* applicable to *roll in sites* may be different from *electricity charges* contained in your original *customer agreement*.
- 15.4 We may agree to the removal of premise under the *contract* (*roll out sites*). No penalty applies for *roll out sites* where:
 - (a) The consumption of electricity at the *roll out site* on a monthly basis represents no more than twenty per cent of the average monthly consumption of all premises under this *contract* (including those that are removed).

16. Creditworthiness

- 16.1 We may conduct a credit assessment on you by obtaining a credit check of your credit history and to using any other information we are permitted by law to

use to establish your creditworthiness.

16.2 You consent to us disclosing your information to a credit reporting agency to obtain a consumer credit report about you if you have applied for consumer or commercial credit.

16.3 If we incur any legal or other costs in recovering debt from you, we may pass those costs on to you.

16.4 We may lodge a credit default listing against you, providing:

- a) that we have notified you in writing that we intend to do so; and
- b) that more than 60 days has lapsed since the due date for any outstanding amounts.

17. Security deposit

17.1 We may require a *security deposit* from you at our absolute discretion.

17.2 A *security deposit* will be used by us to offset any amounts owing by you to us.

18. Disconnection of electricity supply

18.1 We may arrange for the disconnection of electricity at your *premises* if:

- (a) we terminate for breach of *contract* as per clause 6,
- (b) we are otherwise entitled or required to do so by law,
- (c) you refuse, when required, to provide acceptable identification (if you are a new *customer*),
- (d) there has been illegal consumption of electricity at the premises, or
- (e) where you have requested us to do so.

18.2 Your *premises* may also be disconnected by the *distributor* at any time for other reasons, for example, during emergencies or for health and safety reasons.

19. Notices

19.1 All notices under this *contract* will be sent in writing, or as a bill message,

and/or via email unless otherwise agreed or stipulated.

20. Force Majeure

20.1 If you or we cannot meet an obligation under this *contract* because of a *force majeure event*, that obligation is suspended to the extent it is affected by the *force majeure event* for the duration of the *force majeure event*.

20.2 Obligations on your or us to pay money are not suspended by a *force majeure event*.

20.3 The affected party must use its best endeavours to give the other party prompt notice of the *force majeure event* including an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects

20.4 If the effects of a *force majeure event* are widespread, we will be deemed to have given prompt notice if we make the necessary information available by way of a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable

21. Distributor responsibilities

21.1 You acknowledge that the *distributor* is responsible for the supply of electricity at your premises, and that the supply of electricity may be subject to variations in voltage and frequency and may contain voltage surges, which may cause damage. We are unable to guarantee the quality and security of supply of electricity.

21.2 The *distributor* may disconnect, interrupt or reduce the supply of electricity to your premises. To the full extent permitted by law, you release Next Business Energy from any liability for such disconnection, interruption or reduction in the supply of electricity or any variation in the voltage and frequency of the supply.

22. Applicable law

22.1 This *contract* shall be governed by, and construed in accordance with, the laws of the State in which the *premises* is located. If this contract relates to multiple *premises* in multiple states, this *contract* will be governed by and construed in accordance with, the laws of the Victoria.

23. Privacy

23.1 We will comply with all relevant privacy legislation in relation to your personal information. Our privacy policy is available on our website. If you have any questions, you can contact our privacy officer.

24. Disputes

24.1 We will use best endeavors to resolve any disputes raised by you. If a dispute is not resolved within fourteen days, either party may then refer the dispute to mediation by a mediator nominated by you or us.

24.2 Where a dispute arises in connection with this *contract*, both parties must continue to perform and comply with their obligations under the *contract* to the extent that such obligations are not the subject of the dispute.

25. Retailer of last resort

25.1 If we are no longer entitled by law to sell electricity to you due to a *retailer of last resort event*, we will provide all relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the event and this *contract* will come to an end. You will automatically become party to a new electricity retail *contract* with the designated retailer.

26. Assignment or transfer of this contract

26.1 If you wish to assign or transfer your rights or obligations under this *contract*, you must notify us verbally or in writing.

26.2 We will advise you of our decision in relation to clause 26.1. Assignment for the purposes of clause 26.1 is deemed to include a change in effective control of the *customer*.

26.3 We may assign, novate or transfer our obligations under this *contract*.

27. Amendments to this contract

27.1 We may make reasonable amendments to the terms of this *contract* from time to time and will give you notice in writing of any amendments.

17 General provisions and interpretation

27.2 Some of our obligations under this *contract* may be carried out by another person at our direction. If someone else executes an obligation on our behalf, then we are taken to have complied with the obligation.

27.3 If a party to this *contract* is made up of more than one person, or a term is used in this *contract* to refer to more than one party.

27.4 A provision of this *contract* that is unenforceable or partly unenforceable is, where possible, severed to the extent necessary to make this *contract* enforceable.

27.5 A singular word includes the plural, and vice versa

27.6 A reference to a person includes a reference to a company or other legal entity

27.7 A reference to AEST is a reference to Australian Eastern Standard Time.

Glossary

contract means the terms and conditions set out in this document and your *customer agreement*.

CPI means the Consumer Price Index as maintained by the Australian Bureau of Statistics.

credit check means an assessment of your creditworthiness, application for credit or ability to manage any existing debt.

customer means the person who is buying or wishes to buy electricity from Next Business Energy.

customer agreement means the offer document or verbal recording which sets out details of the *customer*, *electricity charges*, *premises*, *minimum supply period*, *early termination fees* and other information.

distributor means the person who operates the system that connects your *premises* to the distribution *network*.

exit fee means the reasonable estimation of costs incurred by us because of your termination of this *contract*.

electricity charges mean those charges for the sale and supply of electricity at your *premises* as set out in your *customer agreement*.

environmental scheme means any mandatory renewable energy scheme, emissions trading scheme, energy efficiency scheme, greenhouse gas abatement program, carbon dioxide trading scheme or tax administered by any government or authority.

force majeure event means an event outside the control of a party.

GST has the meaning given in the *GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time or any replacement or other relevant legislation and regulations).

insolvency event means an order being made for your bankruptcy, winding up or dissolution, cessation of business, a receiver or similar official being appointed to over your assets or business, or you entering into an arrangement or composition with creditors or any other similar event including becoming insolvent within the meaning of the *Corporations Act 2001 (Cth)*.

large business customer means a *customer* who is not a *residential customer* and consumes more than 160 MWh per annum at business *premises*.

minimum supply period means the period specified in your *customer agreement*.

network means the distribution and transmission *networks* used to deliver electricity to your *premises*.

personal information means information or opinion about you from which your identity is apparent or can be reasonably determined.

premises mean the *premises* where you take supply of electricity from us as specified as set out in your *customer agreement*.

Relevant Authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State and Federal police.

roll in site means a *premise* under this contract which is added after the *supply start date* and for which we commence the sale and supply of electricity under this *contract*.

roll out site means a *premise* under this *contract* which is removed from this *contract* and we cease the sale and supply of electricity to.

retailer of last resort event means an event which triggers the operation of a retailer of last resort scheme under the *applicable laws* in the State where your *premises* are located.

security deposit means an amount of money paid to us as security against non-payment of a bill

supply start date means the date that electricity supply at your *premises* transfers to us and we become financially responsible for the electricity at your *premises*.